

REQUEST FOR PROPOSAL  
TO PROVIDE FOR THE PURCHASE OF  
NEW DIGITAL VIDEO DISCS (DVDS)  
FOR THE JEFFERSON PARISH LIBRARY DEPARTMENT



RFP No.: 0239

Proposal Opening Date: 8/3/2011

Proposal Opening Time: 4:00 p.m.

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70053  
(504)364-2678

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## REQUEST FOR PROPOSAL FOR

### THE PURCHASE OF NEW DIGITAL VIDEO DISCS (DVDS)

### FOR THE JEFFERSON PARISH LIBRARY DEPARTMENT

#### **1.1 Background**

The Jefferson Parish Library is a public library system with 16 facilities and two outreach services. Part of the Library's mission is to "acquire, organize and provide access to materials [and to] to develop resources, policies and professional services in response to changing needs." There is a growing demand for information provided in a video format, and the library is increasing its collection of DVDs in order to meet this demand.

The Library currently has a collection of over 800,000 items and serves the entire population of Jefferson Parish, which in 2010 had a population of 432,552. Since all but one of the library's facilities were damaged or destroyed by Hurricane Katrina, the library is in the process of purchasing replacement collections for numerous facilities as well as reassessing the collections at all facilities in the entire system. There has been an increase in the demand for DVDs by the customers of the library; therefore the library is currently enlarging the size of the DVD collections at most locations.

In order to obtain DVDs in the most cost effective manner, the Jefferson Parish Library wishes to enter into a contract which will provide DVDs which are discounted from publisher's non-freight pass-through list price and are cataloged and processed according to Jefferson Parish Library practices. The Library requires a firm discount; discounts based on a sliding scale are not acceptable.

In order to have the widest selection of titles from which to purchase, the library reserves the right to select a primary and secondary vendor for contracts. Therefore, the contract may be awarded to multiple vendors and in the manner most advantageous to the Library.

The library desires to purchase up to \$1,000,000 worth of DVDs per year.

#### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing for the purchase of new digital video discs (DVDS) for the Jefferson Parish Library Department.

### 1.1.2 Goals and Objectives

The Jefferson Parish Library Department desires to obtain DVDs for its customers in the most cost effective manner possible. The library requires that all DVDs shall have been produced in the proper category to play in DVD players, BluRay players, computers, and game machines produced for the USA as well as TVs and monitors produced for the USA. No materials with a limit on the number of plays will be accepted.

The vendor must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

- Vendor must have a warehouse inventory consisting of DVD programs in, but not limited to the following categories: feature films (full-length version of programs originally shown in motion picture theatres or produced by and/or for network or cable television), including new releases, older films and classics, as well as foreign films and silent films; adult and children's programming intended primarily for entertainment exclusive of feature films as defined above; adult and children's special interest DVDs that include but are not limited to educational, informational, motivational and documentary programming.
- Vendors' proposals must provide proof of inventory of at least 100,000 DVD titles and over one million items currently in stock so that the library can have the largest selection possible from which to order and so that ordered items can be received for use by library customers in the shortest possible amount of time.
- So that the library can know what is available, the vendor must have an online electronic inventory system that the library can search before ordering which includes title, street date, order numbers, list prices, discount prices and any other information necessary to complete the ordering process. There must be no limit to the number of concurrent users of the online inventory system, and the cost for online searching must be a one-time yearly charge and must not be on a per-use or per-hour basis. Temporary access, at no charge, to online inventory system may be required for consideration of proposal.
- Vendors must provide online electronic ordering. Online ordering must be compatible with SirsiDynix Symphony ILS 3.3.1 or higher. Orders created in Symphony must be able to be uploaded directly to vendor. A report of the status of the order must be given at the time of the order. Confirmations of EDIFACT orders must be available within 24 hours of receipt of order. Upon transmission to vendor, orders must be able to be automatically electronically loaded onto Symphony purchase orders.
- In order that library customers can view current popular DVDs by the street date, the vendor must be able to expedite library order of best sellers, continuations

and other popular DVDs by means of prescheduled ordering or electronic notification. Items such as best sellers ordered through this prescheduled ordering plan must arrive at library at least by street date.

- So that the DVDs ordered are available in the online library catalog to be viewed by library customers in the least amount of time, the vendor must provide title records containing item information which, when downloaded into Symphony create linked item records in the system.

## **1.2 Schedule of Events**

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	<u>7/1/2011</u>	
2. Pre-Proposal Conference (if required)	<b>Not required</b>	
3. Deadline to receive written inquiries	<u>7/13/2011</u>	
4. Deadline to answer written inquiries	<u>7/22/2011</u>	
5. Proposal Receipt Date	<u>8/3/2011</u>	<u>4 p.m.</u>
6. Oral discussions with proposers, if applicable		
7. Council Selection via resolution		
8. Contract Ratification via resolution		

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

### 1.3 Proposal Submittal

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: \_\_\_\_\_
- Proposal No. \_\_\_\_\_
- Proposal Opening Date: \_\_\_\_\_

Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### 1.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
  - 1) Firm Name, Business Address, City, State, County, Zip Code, Phone #
  - 2) Names, and Titles of two contact people
  - 3) Federal Employee Identification Number
  - 4) Please provide a detailed organizational chart of your firm and a detailed resume for all key personnel.
  - 5) Provide a detailed description of your local in-house capabilities.
  - 6) Customer References  
On separate sheets of 8" x 11" paper briefly list 5 customer references (preferably governmental or non-for-profit entities) for guaranteed contracts. Include name of customer contact, position, company, location of business, telephone number and email address.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.



#### **1.4.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

#### **1.4.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **1.5 Confidentiality**

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

- (1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**.”

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.6 Proposal Clarifications Prior to Submittal**

### **1.6.1 Pre-proposal Conference NOT REQUIRED FOR THIS RFP.**

### **1.6.2 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires

responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
Attn: Jenifer Lotz, Buyer II  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
Fax: 504-364-2693 or email at [jlotz@jeffparish.net](mailto:jlotz@jeffparish.net)

## **1.7 Required Affidavits**

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract

shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

B. In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Council of the contract or contract amendment:

(1) An affidavit attesting:

a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and

b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and

(2) An affidavit attesting to:

a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and

b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:

c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

C. For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service Districts No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with Jefferson Parish or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the

effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The Jefferson Parish Council reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

**1.8 Proposal Guarantee NOT REQUIRED FOR THIS RFP.**

**1.9 Performance Bond NOT REQUIRED FOR THIS RFP.**

**1.10 Changes, Addenda, Withdrawals**

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

**1.11 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

**1.12 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

### **1.13 Taxes**

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

### **1.14 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.15 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.16 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.17 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

### **1.18 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

### **1.19 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

### **1.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

### **1.21 Award**

**1.21.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

**1.21.2** The award may be made on the basis of the initial offer or as noted in Part 1.15.

## **1.22 Notice of Intent to Award**

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

## **1.23 Insurance Requirements NOT REQUIRED FOR THIS RFP**

## **1.24 Subcontractor Insurance NOT REQUIRED FOR THIS RFP**

## **1.25 Indemnification**

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

## **1.26 Fidelity Bond Requirements NOT REQUIRED FOR THIS RFP.**

## **1.27 Payment for Services**

The Contractor shall invoice the Jefferson Parish Library at the completion of the project. Payments will be made by the Jefferson Parish Library approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Jefferson Parish Library. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.



## **1.28 Termination**

**1.28.1** The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

**1.28.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.28.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **1.29 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

## **1.30 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### **1.31 Audit of Records**

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

### **1.32 EEOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

### **1.33 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

### **1.34 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

### **1.35 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

### **1.36 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.37 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.38 Force Majeure**

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

### **1.39 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

#### **1.40 Claims or Controversies**

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

#### **2.1.1 Processing of DVDs**

DVDs shall be processed to Jefferson Parish Library specifications. Applicable discounts shall apply to processed DVDs.

Vendor must provide in-house processing and cataloging of all materials.

Vendor shall state processing costs individually.

Processing costs are additional unit cost and will not be included in the list price or discounted price of an item.

Vendor must package DVDs for library circulation. Multi-disc sets must be packaged into plastic single spine albums which can hold multiple discs in the same space as a single DVD. DVD's must be placed into cases having a full sleeve; cover art must be placed in sleeve.

DVDs must be packaged for shipment in such a way as to keep cases from being cracked or damaged. If DVD cases are damaged in shipment, replacement cases must be provided at no charge.

##### **2.1.1.1 Barcodes**

Vendors shall state costs individually for placement of barcodes. Costs should be considered as an additional unit cost and not included in the list price or discounted price of an item. Due to need for sequential numbering, Jefferson Parish Library shall supply barcodes and hubs with no barcode.

A machine-readable barcode shall be affixed on the on the upper right hand corner of the back cover art, under the clear plastic cover. If this barcode is near the machine-readable UPC barcode, the UPC barcode must be covered so that it cannot be scanned by library checkout scanner.

A second machine-readable barcode shall be placed inside the DVD case, above and to the right of the DVD.

A machine printed "hub" barcode which is part of the triplicate set of barcodes shall be placed on side one of Disc 1 of the DVD. If the title includes multiple DVDs, blank hub labels must be placed on side one of each DVD, and the last 8 digits of the barcode must be written clockwise on each hub with a fine point felt-tipped pen.

### **2.1.2 Cataloging of DVDs**

Vendors shall state costs individually for cataloging services and placement of spine labels. Applicable discounts shall apply to cataloged DVDs.

Vendor shall provide cataloging of DVDs. Cataloging includes:

- providing a MARC record from vendor's database;
- original cataloging to produce a MARC record when one is not available;
- entering constant data, provided by Library, into no more than 5 fields of the MARC record;
- providing purchase order information, containing no more than 5 fields, within the MARC record. Purchase order information must be taken from the online order;
- providing item information, containing no more than 6 fields, within the MARC record. Some of the item information must be taken from the purchase order;
- assigning a call number (Dewey Decimal) and Cutter letters and numbers according to Jefferson Parish Library specifications;
- printing and placing spine labels on DVDs.

Spine label should be centered at the bottom of the spine on the cover art under the plastic cover.

Complete call number and Cutter letters or numbers must be printed on spine label.

### **2.1.3 Delivery/shipping**

All DVDs will be in shelf-ready packaging with cover art included and guaranteed new only.

Each purchase order must be invoiced and shipped separately.

Vendor must deliver on a daily basis.

All boxes of order must be shipped at the same time.

Delivery time of in-stock items (working days from receipt of order) must be within ten (10) working days. Vendor must provide for inside delivery of all items at no cost to the Library.

For every order, vendor must provide invoice in the box with deliveries.

Guarantee policy: minimum thirty (30) day replacement or refund on all DVDs.

DVDs found to be defective, damaged in shipment or not as ordered must be accepted for return with postage paid by vendor. Credit memo must be issued and replacements re-billed when shipped. Vendor must pay all return shipping charges. Reimbursement or credit memos will not be acceptable. "Call tags" must be provided by email or online. No restocking fees will be allowed.

No substitutions for titles and/or versions ordered will be accepted.

If a vendor has more than one warehouse, titles must be shipped to library from at least two warehouses at no additional charge. If cataloging is required on these items, cataloging charges must be assessed at the rate quoted for items shipped from primary warehouse.

In stock items must be shipped within ten (10) working days of receipt of order whether all titles ordered are available or not.

The library reserves the right to cancel any titles or orders without penalty prior to their being shipped by vendor.

Bidder will report any titles outstanding ninety (90) days from the date of the order, citing purchase order number.

Vendor must provide a cancellation schedule.

No service or stocking fees may be added to the discounted price. Discounted price must include any shipping. Library will not pay any additional shipping charges.

Each credit memo or invoice for materials and processing charges must reflect only one single purchase order. Purchase order number must be printed on each credit memo or invoice.

Invoices must be provided in duplicate. Library prefers titles be listed alphabetically. Invoice must show purchase order number, title, quantity shipped, manufacturers' suggested retail price (U.S. Market), discount allowed, and net price.

## **2.2 Period of Agreement**

The Jefferson Parish Library seeks proposals to provide for purchase of new DVDs for a two-year (2) contract period.

The term of any contract resulting from this solicitation shall begin on (or about) November 2011, and shall terminate two years thereafter.

## **2.3 Price Schedule**

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

## **2.5 Location**

All items except those in opening day collections shall be delivered F.O.B. destination to:

East Bank Regional Library  
4747 W. Napoleon Avenue  
Metairie, LA 70001

Upon the library's notification, opening day collections will be held until the substantial completion of the facility and then shipped F.O.B. destination directly to the opening facility.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Vendor shall state costs individually for the following:

- Discount from publishers' non-freight pass-through list prices
- Yearly cost for online searching/electronic ordering
- Cost for applying library provided barcodes
- Cost for providing MARC record
- Cost for providing MARC record with no more than 6 fields of item information and 5 fields of purchase order information
- Cost for original cataloging
- Cost for original cataloging resulting in a MARC record with no more than six (6) fields of item information, no more than five (5) constant values in various



fields within the MARC record, and no more than 5 fields of purchase order information

Cost for printing and applying spine label

Cost for insertion in standard plastic DVD case with full sleeve

## **2.6.2 Technical**

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

References for at least five (5) state, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include name of customer contact, position, company, location of business, telephone number and email address.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

## PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

### 3.1 Financial Proposal (Maximum of 60 Points)

The following financial criteria will be evaluated:

Discount from publishers' non-freight pass-through list prices	(35)_____
Yearly cost for online searching/electronic ordering	(10)_____
Costs for cataloging and processing services	(15)_____
Cost for applying library provided barcodes	
Cost for providing MARC record	
Cost for providing MARC record containing no more than 6 fields of item information	
Cost for original cataloging	
Cost for original cataloging resulting in a MARC record with no more than six (6) fields of item information plus no more than five (5) constant values in various fields within the MARC record	
Cost for printing and applying spine label	

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment \_\_\_\_ . Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

### 3.2 Technical Proposal (Maximum of 90 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

	Weighting Points
Responsiveness to RFP	(25)_____
Size of inventory	(30)_____
Specific Experience – Proven ability to provide requested services on similar or larger project	(35)_____

Proposal or Proposals scoring the highest total shall be considered to represent best value and will be recommended to the Jefferson Parish Council for award.

## PART IV. PERFORMANCE STANDARDS

### 4.1 Performance Requirements

***Note: To be defined by the department. Indicate when reports, schedules, and specific tasks are to be performed if applicable.***

### 4.2 Performance Measurement/Evaluation

***Note: To be defined by the department. Do not request information that will not be evaluated.***

RFP 0239

ATTACHMENTS

SIGNATURE PAGE

ATTACHMENT A – INSURANCE SHEET

ATTACHMENT B – CAMPAIGN CONTRIBUTION AFFIDAVIT

ATTACHMENT C – AFFIDAVIT OF NOTICE OF FEE DISPOSITION

ATTACHMENT D – SUBCONTRACTOR AFFIDAVIT

ATTACHMENT E – NON-COLLUSION AFFIDAVIT

ATTACHMENT F – CORPORATE RESOLUTION

**Request for Proposal No. 0239**  
**To Provide the Purchase of New Digital Video Discs (DVD) for the Jefferson Parish**  
**Library Department**  
**Signature Page**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Proposals for the Operation, Management, and Maintenance Services for the Jefferson Parish Landfill for the Department of Environmental Affairs.

**Request for Proposals will be received until 4:00 p.m. Local Time on: August 3, 2011**

Acknowledge Receipt of Addenda:   Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_  
  Number: \_\_\_\_\_   Date: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Type Name of Person Authorized to Sign: \_\_\_\_\_

Title of Person Authorized to Sign: \_\_\_\_\_

Signature of Person Authorized to Sign: \_\_\_\_\_

Date: \_\_\_\_\_

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

## ATTACHMENT "A"

### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

#### CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

##### OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

##### BUILDER'S RISK INSURANCE — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

**CAMPAIGN CONTRIBUTION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF JEFFERSON

Before me, the undersigned authority, personally came and appeared:

\_\_\_\_\_, who after being by me duly  
sworn, deposed and said that he/she is the fully authorized  
\_\_\_\_\_ of \_\_\_\_\_ the party who  
submitted a bid or proposal for \_\_\_\_\_,  
no. \_\_\_\_\_, and said affiant further said:

Attached hereto is a list of all campaign contributions made to elected officials of the  
Parish of Jefferson during the current term, and that he/she has not made any contributions  
to or in support of elected officials of the Parish of Jefferson through or in the name of  
another person or legal entity, either directly or indirectly.

\_\_\_\_\_  
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

# AFFIDAVIT OF NOTICE OF FEE DISPOSITION

PURSUANT TO LA. R.S. 38:2196.1, any person or other entity that enters into any contract awarded without bidding with a state entity or local entity, or any contract with a local entity exceeding ten thousand dollars awarded with bidding, in which a commission, fee or other consideration is paid to the contractor for the contractor to sell to or provide to the state entity or local entity any commodity, goods, brokerage service or other service of any kind, insurance, or anything of value, then the full disposition, splitting, or sharing of such commission, fee, or other consideration **shall be disclosed to the state entity or local entity by the contractor in writing** by an ***AFFIDAVIT OF NOTICE OF FEE DISPOSITION***.

☐ ORIGINAL FEE DISPOSITION (DATE CONTRACT ENTERED: \_\_\_\_/\_\_\_\_/\_\_\_\_)

☐ AMENDMENT (DATE FEE DISPOSITION AMENDED: \_\_\_\_/\_\_\_\_/\_\_\_\_)

NAME OF CONTRACTOR: \_\_\_\_\_

NAME OF AUTHORIZED AGENT (PRINT): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

NAME OF STATE OR LOCAL ENTITY \_\_\_\_\_

☐ STATE CONTRACT WITHOUT BIDDING

☐ LOCAL CONTRACT WITHOUT BIDDING

☐ LOCAL CONTRACT WITH BIDDING (EXCEEDING \$10,000)

VALUE OF COMMISSION, FEE, OR OTHER CONSIDERATION TO THE CONTRACT: \$ \_\_\_\_\_

PARTIES TO RECEIVE DISPOSITIONS, SPLITS, OR SHARES OF THE COMMISSION, FEE OR OTHER CONSIDERATION

☐ SCHEDULE A COMPLETED AND ATTACHED

## CERTIFICATE OF ACCURACY

I hereby certify that the information contained herein is true and correct to the best of my knowledge, information, and belief; and that this Notice shall be attached to and made a part of the contract for which the commission, fee, or other consideration is paid and shall be recorded in the public record.

\_\_\_\_\_  
Signature (Authorized Agent)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature (Notary Public)



**SCHEDULE A: PARTIES TO RECEIVE DISPOSITIONS, SPLITS,  
OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION**

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_

☐ FEE \$ \_\_\_\_\_

☐ COMMISSION SHARES: \_\_\_\_\_

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**AFFIDAVIT****STATE OF LOUISIANA  
PARISH OF JEFFERSON**

**BEFORE ME**, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn,  
deposed and said that he/she/they are fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter referred to as affiant), and said affiant  
further said:

The following is a complete listing of all subcontractors who may  
assist in providing services for the RFP known as

\_\_\_\_\_  
\_\_\_\_\_:

Subcontractors, excluding full time employees of firm, who would  
assist in providing professional services for the project:

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

A copy of this affidavit must be attached to all pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been  
made under this contract or any amendments to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would  
assist in providing services for the project, requires Jefferson Parish Council approval and  
requires submission of a new sworn affidavit.

ATTACHMENT "E"  
**AFFIDAVIT**

STATE OF LOUISIANA  
 PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR \_\_\_\_\_, BID NO. \_\_\_\_\_ AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

SWORN TO AND SUBSCRIBED  
 BEFORE ME THIS \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**